

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000189784
North Pacific Group Inc
PO Box 6
Royalton VT 05068
USA

Contract ID 0000000000000000000013456		Page 1 of 3
Contract Dates 10/01/2008 to 08/01/2010	Origin CP	
Description: CP - NON- CERT HARDWOOD LUMBER	Contract Maximum \$9,999,999,999.00	
Buyer Name Pierce, Robert Jr.	Buyer Phone 802/828-2215	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	3309	RED OAK LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	2.00000	0.00	0.00
2	3305	RED OAK LUMBER, 5/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	2.05000	0.00	0.00
3	3306	RED OAK LUMBER, 6/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	2.65000	0.00	0.00
4	3311	BIRCH LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	2.35000	0.00	0.00
5	3312	BIRCH LUMBER, 5/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	3.15000	0.00	0.00
6	3310	BIRCH LUMBER, 6/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	3.30000	0.00	0.00
7	3307	CHERRY LUMBER, 4/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	4.50000	0.00	0.00
8	3313	CHERRY LUMBER, 5/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	4.85000	0.00	0.00
9	3308	CHERRY LUMBER, 6/4 THICKNESS, SELECT & BETTER, KILN DRIED, ROUGH SAWN, RANDOM WIDTHS AND LENGTHS.	BF	5.80000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: CONTRACTOR TO SUPPLY HARDWOOD LUMBER TO VT CORRECTIONAL INDUSTRIES AS REQUIRED. LUMBER GRADE IS NHLA SELECT AND BETTER. RANDOM WIDTHS AND LENGTHS WILL BE AT LEAST 4" WIDE AND 8-12' LONG.

CONTRACT ISSUED IN ACCORDANCE WITH OUR REQUEST FOR PROPOSAL DATED JUNE 11, 2008 AND YOUR BID THAT WAS OPENED ON JUNE 25, 2008.

DELIVERIES ARE TO BE MADE WITHIN 7-10 DAYS AFTER RECEIPT OF ORDER. THE "SHIP TO" LOCATION IS 2559 GLEN ROAD NEWPORT VERMONT.

REMIT TO:
P O BOX 6119
BOSTON MA 02210

CONTRACT WILL COVER ACTUAL USAGE QUANTITIES.

PRICES ARE TO BE FIRM FOR A SIX MONTH PERIOD. CONTINUANCE OF THE CONTRACT FOR THE LATTER HALF OF THE TIME IS CONTINGENT UPON STABLE PRICES. ANY CHANGES MUST BE ACCEPTABLE TO THE STATE. THE STATE RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR UP TO TWO ADDITIONAL ONE YEAR TERMS.

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PRICE: SEE LINE ITEMS.						

PAYMENT TERM: 1% 10, NET 30.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

CONTRACT PERIOD: OCTOBER 1, 2008 TO AUGUST 1, 2009 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS IF MUTUALLY AGREED UPON BY THE STATE OF VERMONT AND CONTRACTOR.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

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REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

ROBERT A. PIERCE, JR
SENIOR PURCHASING AGENT
802-828-2215
FAX 802-828-1075
robert.pierce@state.vt.us

AMENDMENT #1 - OCTOBER 23, 2009 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO AUGUST 1, 2010 UNDER THE SAME PRICING TERMS AND CONDITIONS

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____